

04-19-2002

Form PTO-1594
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings



102064967

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Lincoln Industrial Corporation
Orsco, Inc.

LN Acquisition Corp.

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State☐ OtherAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other

Execution Date: 12/21/01

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc., as Agent

Internal

Address:

Street Address: 500 West Monroe Street

City: Chicago State: IL Zip: 60661

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State Delaware☐ OtherIf assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☐ No(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See attached schedule

B. Trademark Registration No.(s) See attached
scheduleAdditional number(s) attached ☒ Yes ☐ No5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: Jessica Piotrowski

Internal Address: Paul, Hastings, Janofsky &

Walker LLP

Street Address: 600 Peachtree Street, N.E.

Suite 2400

City: Atlanta

State: GA

Zip: 30308

6. Total number of applications and
registrations involved:

30

7. Total fee (37 CFR 3.41).....\$ 765.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

9. Signature.

Jessica L. Piotrowski

Name of Person Signing

Signature

01/14/02

Date

Total number of pages including cover sheet, attachments, and document:

15

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignment
Washington, D.C. 20231

1/2002 044400 00000000 000000

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04440040.00 06
725.00 06PATENT
REEL: 012520 FRAME: 0017TRADEMARK
REEL: 002458 FRAME: 0692

Schedule to
Trademark Recordation Form Cover Sheet

Conveying Parties: Lincoln Industrial Corporation, Orsco, Inc. and LN Acquisition Corp.
Receiving Party: Heller Financial, Inc., as Agent

| Trademark Registration No.(s) | Owner |
|-------------------------------|--------------------------------|
| 1,869,037 | Lincoln Industrial Corporation |
| 2,440,537 | Lincoln Industrial Corporation |
| 2,197,824 | Lincoln Industrial Corporation |
| 1,999,458 | Lincoln Industrial Corporation |
| 550,725 | Lincoln Industrial Corporation |
| 374,177 | Lincoln Industrial Corporation |
| 741,650 | Lincoln Industrial Corporation |
| 1,812,705 | Lincoln Industrial Corporation |
| 2,316,060 | Lincoln Industrial Corporation |
| 1,036,592 | Lincoln Industrial Corporation |
| 586,506 | Lincoln Industrial Corporation |
| 2,290,064 | Lincoln Industrial Corporation |
| 829,060 | Lincoln Industrial Corporation |
| 765,830 | Lincoln Industrial Corporation |
| 675,950 | Lincoln Industrial Corporation |
| 2,364,821 | Lincoln Industrial Corporation |
| 1,262,823 | Lincoln Industrial Corporation |
| 1,753,143 | Lincoln Industrial Corporation |
| 2,364,820 | Lincoln Industrial Corporation |
| 530,764 | Lincoln Industrial Corporation |
| 335,215 | Lincoln Industrial Corporation |
| 1,619,412 | Lincoln Industrial Corporation |
| 231,354 | Lincoln Industrial Corporation |
| 515,855 | Lincoln Industrial Corporation |
| 1,100,027 | Lincoln Industrial Corporation |
| 423,437 | Lincoln Industrial Corporation |
| 813,936 | Lincoln Industrial Corporation |
| 2,019,910 | Lincoln Industrial Corporation |
| 1,624,482 | Lincoln Industrial Corporation |

| Trademark Application No. | Owner |
|---------------------------|--------------------------------|
| 75/659,749 | Lincoln Industrial Corporation |

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2001, by and among LINCOLN INDUSTRIAL ACQUISITION CORPORATION, a Delaware corporation, to be known as Lincoln Industrial Corporation immediately following the Related Transactions (as defined in the "Credit Agreement") ("Lincoln Industrial"), ORSCO ACQUISITION CORPORATION, a Delaware corporation, to be known as Orsco, Inc. immediately following the Related Transactions ("Orsco"), and LN ACQUISITION CORP., a Delaware corporation ("LN Acquisition"); (Lincoln Industrial, Orsco and LN Acquisition are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of HELLER FINANCIAL, INC., a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantors, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantors;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for itself and the benefit of Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which such Grantor is a party including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for itself and the benefit of Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed in all respects in accordance with the laws and decisions of the State of New York including, without limitation, Sections 5-1401 and 5-1402 of the New York General Obligations Law and Section 327(b) of the New York Civil Practice Laws and Rules and without reference to the conflicts or choice of law principles thereof.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

LINCOLN INDUSTRIAL ACQUISITION CORPORATION (To be known as Lincoln Industrial Corporation upon consummation of the Related Transactions.)

By: 

Name: Jonathan F. Boucher

Title: President

ORSCO ACQUISITION CORPORATION
(To be known as Orsco, Inc. upon consummation of the Related Transactions.)

By: 

Name: Jonathan F. Boucher

Title: President

LN ACQUISITION CORP.

By: 

Name: Jonathan F. Boucher

Title: President

ACCEPTED AND ACKNOWLEDGED BY:
HELLER FINANCIAL, INC., as Agent

By: 

Name: Dwayne L. Colton

Title: V.P.

TRADEMARK SECURITY AGREEMENT

PATENT
REEL: 012520 FRAME: 0021

TRADEMARK
REEL: 002458 FRAME: 0696

ACKNOWLEDGMENT OF GRANTORS

STATE OF NEW YORK)
) ss.
COUNTY OF DUTCHESS)

On this 24 day of December, 2001 before me personally appeared Jonathan F. Boucher, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Lincoln Industrial Acquisition Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Thomas J. Brennan
{seal} Notary Public

THOMAS J. BRENNAN
Notary Public, State of New York
No. 01BR5048229
Qualified in Dutchess County
Commission Expires August 21, 2005

STATE OF NEW YORK)
) ss.
COUNTY OF DUTCHESS)

On this 24 day of December, 2001 before me personally appeared Jonathan F. Boucher, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Orsco Acquisition Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Thomas J. Brennan
{seal} Notary Public

THOMAS J. BRENNAN
Notary Public, State of New York
No. 01BR5048229
Qualified in Dutchess County
Commission Expires August 21, 2005

[ACKNOWLEDGEMENTS CONTINUED ON FOLLOWING PAGE]

TRADEMARK SECURITY AGREEMENT

PATENT
REEL: 012520 FRAME: 0022

TRADEMARK
REEL: 002458 FRAME: 0697

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.

On this 21 day of December, 2001 before me personally appeared Jonathan F. Bull, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of LN Acquisition Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Thomas J. Brennan
{seal} Notary Public

THOMAS J. BRENNAN
Notary Public, State of New York
No. 01BR5048229
Qualified in Dutchess County
Commission Expires August 21, 2005

TRADEMARK SECURITY AGREEMENT

PATENT
REEL: 012520 FRAME: 0023

TRADEMARK
REEL: 002458 FRAME: 0698

TRADEMARKS

1. TRADEMARKS OWNED BY LINCOLN INDUSTRIAL CORPORATION - United States

| Mark | Status | Ser./Reg. No. | File/Reg. Date | Owner | Goods/Services |
|----------------------------|-----------------------|---------------|----------------|--------------------|---|
| AIR BRAKE | Supplemental Register | 1,869,037 | 12/20/94 | Lincoln Ind. Corp. | Air logic control modules for providing runaway control of pneumatic pumps by disabling operation of such pneumatic pumps |
| AIR BRAKE | Registered | 2,440,537 | 04/03/01 | Lincoln Ind. Corp. | Air logic control modules for providing runaway control of pneumatic pumps by disabling operation of such pneumatic pumps |
| AIRCARE | Registered | 2,197,824 | 10/20/98 | Lincoln Ind. Corp. | Air preparation units for conditioning compressed air, for use with machines, and component parts therefor, namely, pneumatic filters, regulators and lubricators |
| BEARINGS AVER (and Design) | Registered | 1,999,458 | 9/10/96 | Lincoln Ind. Corp. | Providing customized evaluation of comprehensive lubrication program for industrial machinery and providing advice developing comprehensive lubrication programs for industrial machinery |
| CENTRO LUBER (Stylized) | Renewed | 550,725 | 11/13/51 | Lincoln Ind. Corp. | Stationary and portable lubricating pumps |
| CENTROMATIC (Stylized) | Renewed | 384,177 | 1/7/41 | Lincoln Ind. Corp. | Centralized lubricating systems comprising pumps, injectors and bleeder valves |
| CONCEPTS | renewed | 741,650 | 12/4/62 | Lincoln Ind. Corp. | House organ magazine |
| DISPENSE PAK | Registered | 1,312,705 | 12/21/93 | Lincoln Ind. Corp. | Machines for dispensing silicone sealants, and parts therefor, namely, pumps, hoses and valves |

| Mark | Status | Ser./Reg. No. | File/Reg. Date | Owner | Description |
|---------------------------|------------|---------------|----------------|--------------------|---|
| DUO-MATIC | Registered | 2,316,060 | 2/8/00 | Lincoln Ind. Corp. | Valves, namely metering and reversing valves for measuring and controlling the flow of lubricants in lubrication systems |
| MODULAR LUBE (and Design) | Renewed | 1,036,592 | 3/30/76 | Lincoln Ind. Corp. | Divider valves, check valves, metal and plastic oil and grease reservoirs...(IC 6); lubricating systems...a cycle indicator and an electric control panel (IC 7); electrical and electromechanical control panels...and electrical proximity switches (IC 9); lubricant filters (IC 11) |
| MULTI-LUBER (Stylized) | Renewed | 586,506 | 3/9/54 | Lincoln Ind. Corp. | Lubricant injection apparatus comprising an injector for feeding lubricant |
| ORSCO INC. (and Design) | Registered | 2,290,064 | 11/2/99 | Lincoln Ind. Corp. | Injection lubrication systems, comprising pumps, nozzles, nipples, sockets, adaptors, couplings, plugs and tubing for industrial use |
| PILEDRIVER (Stylized) | Renewed | 829,060 | 5/23/67 | Lincoln Ind. Corp. | Pumps for lubricants, putty-like materials such as mastics, caulking compounds, and the like |
| POWER-MASTER | Renewed | 765,830 | 3/3/64 | Lincoln Ind. Corp. | Fluid-operated automotive lifts for lifting automobiles |
| POWER MASTER (and Design) | Renewed | 675,950 | 3/24/59 | Lincoln Ind. Corp. | Pumps for pumping materials from drums |
| QUICKLINC | Registered | 2,364,821 | 7/4/00 | Lincoln Ind. Corp. | Quick attachment metal fitting for lubrication systems |

| Mark | Status | Ser./Reg. No. | File/Reg. Date | Owner | Goods/Services |
|---------------|------------|---------------|----------------|--------------------|--|
| QUICKLUB | Registered | 1,262,823 | 1/3/84 | Lincoln Ind. Corp. | Couplings and fittings for conduits, tubes and hoses made of common metal (IC 6); machine lubricating equipment, etc. (IC 7); manually operated lubricators (IC 8); plastic pipes, hoses, fittings and couplings (IC 17) |
| SYSTEM SENTRY | Registered | 1,753,143 | 2/16/93 | Lincoln Ind. Corp. | Electronic controller/monitor for industrial lubrication systems |
| ZERK-LOCK | Registered | 2,364,820 | 7/4/00 | Lincoln Ind. Corp. | Quick attachment metal fitting for lubrication systems |

2. TRADEMARKS OWNED BY LINCOLN INDUSTRIAL CORPORATION - Foreign

| Mark | Country | Class | Reg. No. | Reg. Date | Expiration Date |
|--------------|-----------|-----------------|----------|-----------|-----------------|
| CENTROMATIC | Australia | 7 | A365167 | 09/03/88 | 09/03/02 |
| PILEDRIIVER | Canada | N/A | 16724 | 08/20/42 | 08/20/02 |
| CENTROMATIC | Mexico | 7 | 284182 | 03/08/82 | 03/08/02 |
| MODULAR-LUBE | Mexico | 31 | 274447 | 03/08/82 | 03/08/02 |
| MODULAR-LUBE | Mexico | 7, 8, 9, 11, 12 | 274448 | 03/08/82 | 03/08/02 |
| MODULAR-LUBE | Mexico | 7, 8, 9, 11 | 274450 | 03/08/82 | 03/08/02 |
| MODULAR-LUBE | Mexico | 6, 7, 8, 11, 12 | 277724 | 03/08/82 | 03/08/02 |
| MODULAR-LUBE | Mexico | 1, 6, 8, 9, 11 | 277725 | 03/08/82 | 03/08/02 |

3. TRADEMARKS LICENSED BY LINCOLN INDUSTRIAL CORPORATION FROM MCNEIL (OHIO) CORPORATION - United States

| Mark | Status | Ser./Reg. No. | File/Reg. Date | Owner | Goods/Services |
|------|--------|---------------|----------------|-------|----------------|
|------|--------|---------------|----------------|-------|----------------|

| | | | | | |
|-------------------------|---------|-----------|----------|------------------------|--|
| KLEENSEAL (Stylized) | Renewed | 530,764 | 9/19/50 | McNeil (Ohio) Corp. | Transfer, filler, and bucket pumps designed to handle lubricants; lubricant guns, nozzles, couplers, adapters, swivels and similar fittings therefor; and lubricant-receiving fittings for attachment to apparatus to be lubricated |
| KLEENSEAL (Stylized) | Renewed | 335,215 | 5/26/36 | McNeil (Ohio) Corp. | Lubricant fittings to be attached to apparatus to be lubricated |
| LINCOLN (and Design) | Renewed | 1,619,412 | 10/30/90 | McNeil (Ohio) Corp. | Metal lubrication connectors and manual lubrication divider valves (IC 6); lubrication divider valves...transmission overhaul and hydraulic oil evacuation machines (IC 7); air actuated and mechanically actuated time controls for lubrication machines...and hydraulic pressure gauges (IC 9) |
| LUBRIGUN | Renewed | 231,354 | 8/16/27 | McNeil (Ohio) Corp. | Portable lubricating apparatus |
| LUBRIGUN | Renewed | 515,855 | 10/4/49 | McNeil (Ohio) Corp. | Portable and stationary pumping apparatus for lubricants and other fluids-namely, lubricant pumps, lubricant guns, and pressure-fluid distribution systems |
| VOLUME- MASTER | Renewed | 1,100,027 | 8/22/78 | McNeil (Ohio) Corp. | Air motor operated liquid pumps |

**4. TRADEMARKS LICENSED BY LINCOLN INDUSTRIAL CORPORATION
FROM MCNEIL (OHIO) CORPORATION - Foreign**

| Mark | Country | Class | Reg. No./ App. No. | Reg. Date | Expiration Date |
|------------------------------|----------------|---------|-----------------------|-----------|--------------------|
| LINCOLN (and Design) | Argentina | 7 | 1,290,396 | 05/13/88 | 05/13/08 |
| LINCOLN (and Design) | Australia | 7 | A276,215 | 05/28/81 | |
| LINCOLN (and Design) | Australia | 9 | A276,216 | 05/28/81 | |
| KLEENSEAL | Canada | | 139,172 | 02/12/65 | |
| LINCOLN | Canada | | 110,151 | 05/09/58 | |
| LINCOLN (and Design) | Canada | | 156,625 | 05/03/68 | |
| LUBRIGUN | Canada | | 45,296 | 12/05/28 | |
| LINCOLN (and Design) | Chile | 6, 7 | 332,060 | 06/30/88 | |
| LINCOLN (and Horizontal Bar) | European Union | 6, 7, 9 | 000118356 | 08/06/00 | |
| LINCOLN (and Horizontal Bar) | Germany | 6, 7, 9 | 39,517,220 | 04/21/95 | |
| LINCOLN (and Horizontal Bar) | Honduras | 6 | 58,348 | 09/03/93 | |
| LINCOLN (and Horizontal Bar) | Honduras | 7 | 58,349 | 09/03/93 | |
| LINCOLN (and Horizontal Bar) | Honduras | 9 | 58,989 | 12/09/93 | |
| LINCOLN (and Horizontal Bar) | India | 7 | 664,672 | N/A | |
| LINCOLN (and Horizontal Bar) | India | 9 | 664,673 | N/A | |
| LINCOLN (and Design) | Italy | 7 | 458,438 | 10/21/63 | |
| LINCOLN | Japan | 9 | 626,856 | 10/21/63 | |
| LINCOLN (and Design) | Mexico | 23 | 134,070 | 10/14/76 | |
| LINCOLN (and Horizontal Bar) | Mexico | 6 | 421,776 | 06/04/92 | |
| LINCOLN (and Horizontal Bar) | Mexico | 9 | 451,658 | 06/04/92 | |
| LINCOLN (and Horizontal Bar) | Mexico | 7 | 518,551 | 03/08/96 | |
| LINCOLN (and Design) | New Zealand | 7 | B84,052 | 05/08/67 | |
| LINCOLN (and Design) | New Zealand | 9 | B84,053 | 05/02/68 | |
| LINCOLN (and Design) | Norway | 7, 9 | 74,224 | 05/02/68 | |
| LINCOLN (and Design) | Puerto Rico | 12 | 24,053 | 11/12/82 | |
| LINCOLN (and Design) | Puerto Rico | 4 | 24,054 | 11/12/82 | |
| LINCOLN (and Design) | South Africa | 7 | 74/0775 | 11/13/81 | |

| | | | | | |
|------------------------------|-------------|----|---------|----------|--|
| LINCOLN (and Horizontal Bar) | South Korea | 38 | 239,240 | 05/27/92 | |
| LINCOLN (and Horizontal Bar) | Venezuela | 6 | 2278/95 | 02/26/99 | |
| LINCOLN (and Horizontal Bar) | Venezuela | 7 | 2277/95 | N/A | |

5. TRADEMARKS USED BY LINCOLN INDUSTRIAL CORPORATION BUT NOT YET ASSIGNED BY LINCOLN AUTOMOTIVE COMPANY - United States

| Mark | Status | Ser./Reg. No. | File/Reg. Date | Owner | Goods/Services |
|---------------------------|------------|---------------|----------------|----------------------------|---|
| LEV-R-LOK | Lapsed | 75/318,702 | | Lincoln Automotive Company | Manually operated device for securing the handle of a hand-held grease gun in a position to prevent the unintended discharge of grease |
| LUBRO-VAN | Renewed | 423,437 | 9/3/46 | Lincoln Automotive Co. | Unitary portable automotive servicing apparatus comprising lubricant and air tanks, pumps, engines for the pumps...and auxiliaries therefor sold as a unit under the mark |
| LUB-UNIT | Renewed | 813,936 | 8/30/66 | Lincoln Automotive Co. | Injectors for feeding lubricants to bearings, the injectors being mounted as accessories to the machines on which the bearings are located |
| POWER LUBER | Pending | 75/659,749 | 3/12/99 | Lincoln Automotive Co. | Cordless, rechargeable grease guns |
| POWER STROKE | Pending | 75/863,445 | 12/3/99 | Lincoln Automotive Co. | Air actuated and mechanically actuated machines for dispersing lubricant, oil, and grease, namely, pumps |
| SYNCHRO-TECH | Registered | 2,019,910 | 11/26/96 | Lincoln Automotive Co. | Industrial rotary pumps and rotary pumps for pumping lubricants, inks, paints, fuels and other fluids |
| THE BRAND THE PROS DEMAND | Registered | 1,624,482 | 11/27/90 | Lincoln Automotive Co. | Hand tools, namely, lubricant and grease guns and parts therefor |

6. TRADEMARKS USED BY LINCOLN INDUSTRIAL CORPORATION BUT NOT YET ASSIGNED BY LINCOLN AUTOMOTIVE COMPANY -Foreign

| Mark | Country | Class | App./Reg. No. | Reg. Date | Expiration Date |
|-------------|----------------|-------|---------------|-----------|-----------------|
| POWER LUBER | Australia | 7 | 799,936 | 04/28/00 | |
| POWER LUBER | European Union | 7, 8 | 001228493 | N/A | |
| POWER LUBER | Japan | 7 | 4,394,842 | 06/23/00 | |
| POWER LUBER | Ecuador | 7 | 10851-01 | N/A | |

7. TRADEMARKS HELD BY LINCOLN GMBH

| Anweltsakte | Anmelder / Inhaber | Marke | Land/Abkürzung | IR Linder | Klasse(n) | Angemeldet | Anmelde-n ummer | Einge-trage-n | Ein-tragu-n | Fälligkeit der |
|-----------------|---------------------|---------------------------|----------------|-----------|--|------------|-----------------|---------------|-------------|----------------|
| H 5 WZ 17 | Lincoln GmbH | Helios Zentralschmier-ung | Deutschland | DE | 7 | 2/14/69 | H 32 650/7 Wz | 1/15/71 | 878 987 | 2/28/09 |
| H 5 WZ 21 | Lincoln GmbH | Helios (W) | Deutschland | DE | 7 | 1/24/11 | W 12870 Wz | 7/8/11 | 146 759 | 1/31/11 |
| H 5 IR 21 | Lincoln GmbH | HÉLIOS | International | W O | HU, BX, AT, EG, ES, FR, PT, DE, CH, YU, SI, BA, HR | 10/2/62 | 260 563 | 10/2/82 | R 260 563 | 10/2/02 |
| H 5 WZ 23 | Lincoln GmbH | HÉLIOS | Deutschland | DE | 7 | 6/3/53 | H 5273/23 Wz | 7/20/54 | 660 323 | 6/30/03 |
| H 5 WZ 23 KR(1) | Lincoln GmbH | HELIOS | Südkorea | KR | 34 | 11/11/92 | 31637/92 | 9/2/93 | 273.27 | 9/1/03 |
| H 5 WZ 23 KR(2) | Lincoln GmbH | HÉLIOS | Südkorea | KR | 38 | 11/11/92 | 31638/92 | 2/19/94 | 285.52 | 2/18/04 |
| H 5 WZ 23 KR(3) | Lincoln GmbH | HELIOS | Südkorea | KR | 36 | 11/6/93 | 39531/93 | 1/7/95 | 305.372 | 1/6/05 |
| H 5 IR 23 | Lincoln GmbH | HELIOS | International | W O | YU, SK, SI, CZ, BX, AT, RO, CS, ES, FR, HR, HU, IT, KP, MK, PT, CH | 10/8/55 | 187 976 | 10/8/95 | 2R 187 976 | 10/8/15 |
| H 5 WZ 24 | Lincoln GmbH | COBRA | Deutschland | DE | 7 | 7/8/57 | H 13433 | 4/30/58 | 713 462 | 7/31/07 |
| H 5 WZ 26 | Lincoln GmbH | LINCOLN-HEL IOS (W/B) | Deutschland | DE | 6, 7, 8, 9, 17 | 11/2/74 | L 20163/7Wz | 4/30/75 | 930 689 | 11/30/04 |
| H 5 WZ 26 DK | Lincoln-Helios GmbH | LINCOLN HELIOS (W/B) | Dänemark | DK | 6, 7, 8, 9, 17 | 7/4/83 | 3303/1983 | 11/10/89 | 6.241830 07 | 11/10/09 |

| | | | | | | | | | | | |
|------------------|---------------------|-------------------------|-----------------|----|--|----------------|----------|---------------|----------|------------|----------|
| H 5 WZ 26 GB(7) | Lincoln GmbH | LINCOLN-HELIOS (W/B) | Großbritannien | GB | | 7 | 11/8/74 | 1037955 | 11/14/77 | 1 037 955 | 11/8/09 |
| H 5 WZ 26 GB(8) | Lincoln GmbH | LINCOLN-HELIOS (W/B) | Großbritannien | GB | | 8 | 11/8/74 | 1037956 | 11/15/76 | 1 037 956 | 11/8/09 |
| H 5 WZ 26 KR(34) | Lincoln GmbH | LINCOLN-HELIOS (W/B) | Südkorea | KR | | 34 | 12/16/92 | 92-34895 | 10/22/93 | 277.511 | 10/21/03 |
| H 5 IR 26 | Lincoln GmbH | LINCOLN-HELIOS (W/B) | International | WO | FR, CH, YU, PT, HU, ES, DE, IT, BX, AT, BY, KP, MK, CZ, SK, HR, SI, CS, RO | 6, 7, 8, 9, 17 | 4/30/75 | 415 364 | 4/30/95 | R 415 364 | 4/30/15 |
| H 5 WZ 27 | Lincoln GmbH | QUICKLUB | Deutschland | DE | | 7, 6, 8, 17 | 2/1/75 | L 20 303/7 Wz | 5/10/78 | 944 335* | 2/28/05 |
| H 5 WZ 27 AU(7) | Lincoln GmbH | QUICKLUB | Australien | AU | | 7 | 2/5/86 | 440 127 | 5/8/90 | B 440 127 | 2/5/07 |
| H 5 WZ 27 AU(8) | Lincoln GmbH | QUICKLUB | Australien | AU | | 8 | 2/5/86 | 440 1287 | 6/19/90 | B 440 1287 | 2/5/07 |
| H 5 WZ 27 GB(7) | Lincoln GmbH | LINCOLN-HELIOS QUICKLUB | Großbritannien | GB | | 7 | 5/13/75 | 1 046 438 | 9/13/78 | 1 046 438 | 5/13/10 |
| H 5 WZ 27 GB(8) | Lincoln GmbH | LINCOLN-HELIOS QUICKLUB | Großbritannien | GB | | 8 | 5/13/75 | 1 046 439 | 9/13/78 | 1 046 439 | 5/13/10 |
| H 5 WZ 27 US | Lincoln GmbH | QUICKLUB | USA | US | | 6, 7, 8, 17 | 1/4/82 | 339.482 | 1/3/84 | 1,262,623 | 1/3/04 |
| H 5 IR 27 | Lincoln GmbH | QUICKLUB (W/B) | International | WO | SI, HR, SK, CZ, AT, BX, YU, RO, PT, IT, FR, ES, DE, HU, KP, BY, CH, CS | 6, 7, 8, 17 | 5/10/76 | 423 245 | 5/10/96 | R 423 245 | 5/10/06 |
| H 5 WZ 34 AU(7) | Lincoln GmbH | ECOLUB | Australien | AU | | 7 | 7/16/86 | 443 540 | 2/28/89 | A 448 540 | 7/16/07 |
| H 5 WZ 34 AU(8) | Lincoln GmbH | ECOLUB | Australien | AU | | 8 | 7/16/86 | 443 539 | 2/28/89 | A 448 539 | 7/16/07 |
| H 5 WZ 34 GB | Lincoln GmbH | ECOLUB | Großbritannien | GB | | 7 | 7/8/86 | 1,270,859 | 3/25/88 | 1,270,859 | 2/4/07 |
| H 5 IR 34 | Lincoln GmbH | ECOLUB | International | WO | PT, RO, YU, IT, CH, HU, FR, DE, AT, BX, SI, HR, CZ, SK, CS | 7, 6, 8, 17 | 6/28/86 | 506 740 | 6/28/86 | 506 740 | 6/28/06 |
| H 5 WZ 46 | McNeil (Ohio) Corp. | LINCOLN (W/B) | Deutschland | DE | | 6, 7, 9 | 4/21/95 | 395 17 220.9 | 2/29/96 | 395 17 220 | 4/30/05 |
| H 5 WZ 46 BX | Lincoln GmbH | LINCOLN | Benelux-Staaten | BX | | 6, 7, 8, 9, 17 | 2/9/96 | 864 989 | 5/6/97 | 596031 | 2/9/06 |

PATENT
REEL: 012520 FRAME: 0031

RECORDED: 01/15/2002

TRADEMARK
REEL: 002458 FRAME: 0706